

Natchitoches City Council will have a pre-council meeting beginning at 5:00 p.m. and ending at 5:30 p.m. to discuss non-agenda items. The City Council meeting will begin promptly at 5:30 p.m. on the second and fourth Monday of each month and will be reserved to only items on the Agenda. The public is invited to both the pre-council meetings and council meetings with the understanding that items not on the agenda will not be discussed at the scheduled council meetings, but the public is welcome to discuss any topic at the pre-council meetings. The City Council Meetings are held at the Natchitoches Arts Center located at 716 Second Street, Natchitoches, Louisiana.

NATCHITOCHES CITY COUNCIL MEETING
JULY 28, 2014
5:30 P.M.

A G E N D A

1. **CALL TO ORDER**
2. **INVOCATION**
3. **PLEDGE OF ALLEGIANCE**
4. **READING AND APPROVAL OF THE MINUTES OF JULY 14, 2014**
5. **SPECIAL RECOGNITION:** Bethany Antoinette Milner - Received The Title Of Pre-Teen Louisiana In The Junior Division
6. **PLANNING & ZONING - FINAL:**
 - #027 Mims** Ordinance Declaring Certain Buildings Unsafe And Recommending That Same Be Demolished Or Put Into Repair To Comply With The Building Code, Authorizing Notice To Be Serviced, Fixing Hearing Date And Appointing Curator To Represent Absentees
 - #028 Stamey** Ordinance Amending Ordinance No. 64 Of 2001 By Changing Zoning Classification Of Property Described As Follows:

Lot On South Side Of St. Maurice Lane, 100 Feet X 716 Feet, Being The East 90 Feet Of Lot 2 And West 10 Feet Of Lot 3 Of St. Maurice Plantation From R-1 Special Exception To R-2 Multiple Family To Convert An Additional Structure To A Dwelling Unit (701 St. Maurice Lane) Jacque McLamore Crew
 - #029 Nielsen** Ordinance Amending Ordinance No. 64 Of 2001 By Changing Zoning Classification Of Property Described As Follows:

Lot 50 Feet Front On East Side Of Third Street, By Depth Of 173 Feet, Bound North By Monroe, And South By Johnson From B-2 Commercial To B-3 Commercial To Operate A Pet Store (837 Third St.) Dennis West, II

7. **ORDINANCE – INTRODUCTION:**

#030 **Morrow** Ordinance Authorizing The Mayor Of The City Of Natchitoches To Award The Bid For (2) Automatic Transfer Switches (**Bid No. 0549**)

8. **RESOLUTIONS:**

#076 **Payne** Resolution Approving Work Order Addendum No. Seven To Open General Services Agreement No. Two, Between Airport Development Group, Inc. And The City Of Natchitoches To Install A New Fuel Farm At The Natchitoches Regional Airport And Authorizing The Mayor Of The City Of Natchitoches, Lee Posey, To Execute Said Work Order Addendum No. Seven (State Project H.011252)

#077 **Stamey** Resolution Approving A Temporary Site License With New Cingular Wireless PCS And Authorizing The Mayor Of The City of Natchitoches, Lee Posey, To Execute Same On Behalf Of The City Of Natchitoches, Louisiana

#078 **Nielsen** Resolution Approving A Supplemental Agreement To Lease Of Property Entered Into By And Between Union Pacific Railroad Company And The City Of Natchitoches, For The Purpose Of Releasing A Small Tract Of Ground That Is Needed By The Union Pacific Railroad, And Authorizing The Mayor To Execute The Supplemental Agreement On Behalf Of The City Of Natchitoches

9. **REPORTS :** Pat Jones - Financial Report

10. **ANNOUNCEMENTS:** The next scheduled City Council meeting will be **August 11, 2014.**

11. **ADJOURNMENT:**

NOTICE TO THE PUBLIC

In accordance with the Americans with Disabilities Act, if you need special assistance, please contact the City Clerk's Office at (318) 352-2772 describing the assistance that is necessary.
If you wish to address the Council, please complete the "Request to Address City Council" form located on the entrance table.

**PROCEEDINGS OF THE CITY COUNCIL
OF THE CITY OF NATCHITOCHES, STATE OF LOUISIANA,
REGULAR MEETING HELD ON
MONDAY, JULY 28, 2014 AT 5:30 P.M.**

The City Council of the City of Natchitoches met in legal and regular session at the Natchitoches Arts Center, 716 Second Street, Natchitoches, Louisiana on Monday, July 28, 2014 at 5:30 p.m.

There were present:

Mayor Lee Posey
Councilman At Large Don Mims, Jr.
Councilman Larry Payne
Councilman Dale Nielsen
Councilman David Stamey
Councilwoman Sylvia Morrow

Guests: Bethany Milner – Miss Pre-Teen Louisiana in the Junior Division

Absent: None

Mayor Lee Posey called the meeting to order and welcomed everyone for coming. Michael Braxton was asked to lead the invocation and Councilman Morrow was asked to lead the pledge of allegiance.

Mayor Posey then called for the reading and approval of the minutes for the July 14, 2014 meeting. Mr. Mims moved that we dispense with the reading of the minutes and approval of same. Seconded by Ms. Morrow. The roll call vote was as follows:

Ayes:	Payne, Nielsen, Mims, Stamey, Morrow
Nays:	None
Absent:	None
Abstain:	None

Ms. Morrow recognized Bethany Milner, daughter of Mr. and Mrs. Anthony Milner, who received the title Pre-Teen Louisiana in the Junior Division. The pageant was held in June 2014 and she was the state's best and brightest female honor student in the state of Louisiana. She competed in academics, achievements, volunteer service, school honor, personal development skill, general knowledge and stage acknowledgement. Ms. Morrow asked Mayor Posey to present the award to Bethany. Mayor Posey congratulated Bethany on her achievements and stated how proud he and the Council were of all her accomplishments.

Mayor Posey mentioned Mr. Orie Petite who recently passed away recently. He stated Mr. Petite worked for the City of Natchitoches and was a special employee. He was a super nice job who always did his job with no complaints. Mayor Posey stated to continue to keep Mr. Petite's family in your prayers as they cope with his loss.

The following Ordinance was Introduced by Mr. Mims and Seconded by Mr. Nielsen as follows, to-wit:

ORDINANCE NO. 027 OF 2014

**AN ORDINANCE DECLARING CERTAIN BUILDINGS UNSAFE
AND RECOMMENDING THAT SAME BE DEMOLISHED OR PUT INTO
REPAIR TO COMPLY WITH THE BUILDING CODE, AUTHORIZING
NOTICE TO BE SERVED, FIXING HEARING DATE AND APPOINTING
CURATOR TO REPRESENT ABSENTEES**

WHEREAS, the City Building Inspector and the Director of Planning & Zoning have filed written reports with the City Council declaring that the buildings listed below are in a dangerous and unsanitary condition which makes them unsafe and endangering the public welfare, and recommending that said buildings be demolished or put in repair to comply with the Building Code, to-wit:

1. Jewell Mallard & Phoebe J. Taylor
838 Fifth St.
Natchitoches, LA 71457

**Lot 83 of Fleury Plat Being A Lot 50 Ft Front W Side 5th St. By 165 Ft. N By
Mallard, S & W Hughes (834 Fifth St.)**

2. Michael Murphy
1423 Georgia Ann St.
Natchitoches, LA 71457

Lot 13 Blk 1 of Bailey Hgts. Annex (820 July St.)

3. Katrell D. Sheppard & Angela M. Casson
324 East Third St.
Natchitoches, LA 71457

N 1/2 of Lot 12 Block K of East Natchitoches (237 Jean Marie St.)

4. James W. Scarborough
P. O. Box 164
Natchitoches, LA 71457

Lot 16 of Div. of Acreage Lot 22 of S&P Addition (140 Mayfield St.)

5. Doretha Long
C/O Leroy Mudrick
6935 Upper Palermo Rd.
Oroville, CA 95966-0000

Lot 7 Block B of Pinehurst Addition (310 Powell St.)

6. Clairnesha M Roberson & Klairone Coleman
1430 Hill Ave.
Natchitoches, LA 71457

Lots 7 & 8 of Jeansonne's West Natchitoches Subd. (burned mobile home at 840 1/2 Posey St.)

7. City of Natchitoches (adjudicated)
Elinor Ruth Shows
1506 Salter St.
Natchitoches, LA 71457 (located owner, Barbara Miller @ 358 Gay Village Rd.
Natchitoches, LA 71457)


Lot 8 Block B of Pinehurst Add. (314 Powell St.)

This Ordinance was Introduced on June 23, 2014 and advertised in the *Natchitoches Times* on June 28, 2014.

The above Ordinance having been duly advertised in accordance with law and public hearing had on same, was put to a vote by the Mayor and the vote was recorded as follows:

AYES:	Payne, Nielsen, Mims, Stamey, Morrow
NAYS:	None
ABSENT:	None
ABSTAIN:	None

THEREUPON, Mayor Lee Posey declared the Ordinance passed by a vote of 5 Ayes to 0 Nays this 28th day of July, 2014.



LEE POSEY, MAYOR



DON MIMS, MAYOR/PRO TEMPORE

Delivered to the Mayor on the 29th day of July, 2014 at 10:00 A.M.

Mayor Posey asked for comments from the audience in reference to the properties above. Mr. Scarborough present the Mayor and Council with a letter on how he would like to proceed with his property listed above and noted his repairs would be completed prior to the 30 day deadline. Ms. Morrow then stated there was not an answer as to the timeline of when the roof would be replaced. Mr. Scarborough does not have a timeline for the roof to be replaced, but I do plan to clean up the inside and outside of the property. He mentioned he has had two persons interested in the property and will be selling it as is once the succession is completed. Mayor Posey asked Mrs. Fowler for clarification will this still be an issue in 30 days. Mrs. Fowler stated as long as there is progress and intent to rehabilitate at some point that is up to the Council and needs to be in the records the time frame Mr. Scarborough will be given. Mr. Stamey stated he is fine with the property being clean and safe within the next 30 days. Then Mr. Scarborough could come back and update us on the progress of rehabilitation. Everyone from this table gets calls from residents considering the value of their home so we have to take this very seriously and be able to know it is going towards improvement. Mr. Nielsen stated that as a part of the Council we have to see some results because if not it falls back on them. At the end of the 30 days we will need to reevaluate the progress and go from there. Mr. Mims stated he understood Mr. Scarborough intent was in the 30 days fix up the property, but not replace the roof. If he sells the property as is, the new property owner would therefore need to come back before the Council as one of the problems would not be resolved. Mr. Scarborough stated the current person interested in purchasing the property would like to replace the roof and remodel the inside for a residence. Mayor Posey stated everyone has great intentions, but in 30 days we will be faced with this again. We are willing to work with you, but we have to have a game plan and the property has to be brought back to the City's standards. We will keep moving forward, but after 60 days a decision will be made. Mr. Payne stated after 60 days if the building remains dormant we will need to move forward. This needs to be taken care of in the right matter and in a proper time frame. Mr. Scarborough stated he will have the property cleaned up, top removed and succession started. If the succession takes too long, I will allow the potential property owner to go ahead and replace the roof at that time.

Phoebe Taylor approached the podium in reference to the property at 834 Fifth Street. She has begun tearing down the structure, but there are several business interested in salvaging some of the materials being the house dates back to the late 1920s to early 1930s, including materials of cypress and pine. I am requesting 60 days in order to salvage some of these materials and antiques in the home. Mr. Mims stated while he appreciates each person having a plan, but before we give an additional 30 days the property owner should come back after the initial 30 days to see where the progress has been made.

C.C. Gay approached the podium in reference to the property at 314 Powell Street. The property is adjudicated to the City because taxes have not been paid on the property. Mr. Gay stated the property owner no longer is able to manage or rehabilitate the property and therefore wants to relinquish the property to the City. The City will be able to continue the demolition process, but will be unable to sell or do anything with the property for the time period of 3 to 5 years.

The following Ordinance was Introduced by Mr. Stamey and Seconded by Mr. Nielsen as follows, to-wit:

ORDINANCE NO. 028 OF 2014

AN ORDINANCE AMENDING ORDINANCE NO. 64 OF 2001 BY CHANGING ZONING CLASSIFICATION OF PROPERTY DESCRIBED AS FOLLOWS:

LOT ON SOUTH SIDE OF ST. MAURICE LANE, 100 FEET X 716 FEET, BEING THE EAST 90 FEET OF LOT 2 AND WEST 10 FEET OF LOT 3 OF ST. MAURICE PLANTATION FROM R-1 SPECIAL EXCEPTION TO R-2 MULTIPLE FAMILY TO CONVERT AN ADDITIONAL STRUCTURE TO A DWELLING UNIT

(701 ST. MAURICE LANE)

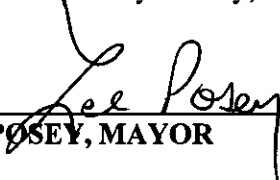
WHEREAS, the Planning Commission of the City of Natchitoches, State of Louisiana, has recommended at their meeting of **July 1, 2014** that the application of **Jacque McLamore Crew** to rezone the property described above from R-1 Special Exception to R-2 Multiple Family to convert an additional structure to a dwelling unit (701 St. Maurice Lane), be **APPROVED**.

THIS ORDINANCE was introduced on July 14, 2014 and published in the *Natchitoches Times* on July 19, 2014.


The above Ordinance having been duly advertised in accordance with law and public hearing had on same, was put to a vote by the Mayor and the vote was recorded as follows:

AYES:	Payne, Nielsen, Mims, Stamey
NAYS:	None
ABSENT:	None
ABSTAIN:	Morrow

THEREUPON, Mayor Lee Posey declared the Ordinance passed by a vote of 4 Ayes to 0 Nays this 28th day of July, 2014.



LEE POSEY, MAYOR



DON MIMS, MAYOR PRO TEMPORE

Delivered to the Mayor on the 29th day of July, 2014 at 10:00 A.M.

The following Ordinance was Introduced by Mr. Nielsen and Seconded by Mr. Stamey as follows, to-wit:

ORDINANCE NO. 029 OF 2014

AN ORDINANCE AMENDING ORDINANCE NO. 64 OF 2001 BY CHANGING ZONING CLASSIFICATION OF PROPERTY DESCRIBED AS FOLLOWS:

LOT 50 FEET FRONT ON EAST SIDE OF THIRD STREET, BY DEPTH OF 173 FEET, BOUND NORTH BY MONROE, AND SOUTH BY JOHNSON FROM B-2 COMMERCIAL TO B-3 COMMERCIAL TO OPERATE A PET STORE.

(837 THIRD ST.)

WHEREAS, the Planning Commission of the City of Natchitoches, State of Louisiana, has recommended at their meeting of **July 1, 2014** that the application of **Dennis West, II** to rezone the property described above from B-2 Commercial to B-3 Commercial to operate a pet store (837 Third St.), be **APPROVED**.

THIS ORDINANCE was introduced on July 14, 2014 and published in the *Natchitoches Times* on July 19, 2014.

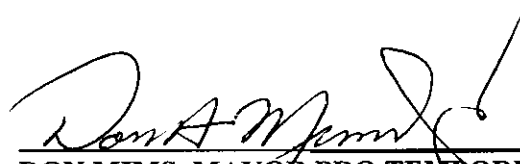
The above Ordinance having been duly advertised in accordance with law and public hearing had on same, was put to a vote by the Mayor and the vote was recorded as follows:

AYES:	Payne, Nielsen, Mims, Stamey, Morrow
NAYS:	None
ABSENT:	None
ABSTAIN:	None

THEREUPON, Mayor Lee Posey declared the Ordinance passed by a vote of 5 Ayes to 0 Nays this 28th day of July, 2014.



LEE POSEY, MAYOR



DON MIMS, MAYOR PRO TEMPORE

Delivered to the Mayor on the 29th day of July, 2014 at 10:00 A.M.

Jane Norman, a rescue in Natchitoches Parish, believes adding a pet store to the City of Natchitoches would only add to the overpopulation of animals in the City if the business sales animals that are not fixed. The animals will repopulate and become wards of the City eventually. Mr. West has not obtained a copy of the ordinance of the rules or regulations for maintaining or the sale pets in the City.

Nick Bynog on behalf of Dennis West stated their intention is not to sale dogs or cats. They will be carrying smaller animals including fish, snakes, bird, hamsters, etc. They will institute a program where they will buy back any snakes that are sold and are no longer wanted. Fish and supplies are our main goal, but we will have other pet needs. The lease agreement with the owner states the business cannot kennel, house, or board any dogs. If they ever sold a dog it would be based on advertisement only.

The following Ordinance was introduced by Ms. Morrow at the Natchitoches City Council meeting held on July 28, 2014 as follows:

ORDINANCE NO. 030 OF 2014

**AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY
OF NATCHITOCHES TO AWARD
THE BID FOR (2) AUTOMATIC TRANSFER SWITCHES**

(BID NO. 0549)

WHEREAS, Resolution No.049 of 2014 was passed by the Natchitoches City Council on June 9, 2014 authorizing the Mayor to advertise for bids for (2) Automatic Transfer Switches (Bid No. 0549); and

WHEREAS, this bid was advertised in the *Natchitoches Times* on June 14th and June 21th, 2014, in accordance with law; and

WHEREAS, two bid proposals were received and opened as follows:

- | | |
|--|-------------|
| (1) Stuart C. Irby Co.,
Shreveport, LA..... | \$81,116.50 |
| (2) B.S.I. Co.,
Shreveport, LA..... | \$81,849.90 |

WHEREAS, on June 23, 2014 the appointed committee of Pat Jones, Director of Finance; Edd Lee, Director of Purchasing; Don Mims, Councilman at Large; and Bryan Wimberly, Utility Director; reviewed the bid proposal for (2) Automatic Transfer Switches (Bid No. 0549); and

WHEREAS, the above appointed committee members unanimously recommend the City award the bid to the lowest bidder, **Stuart C. Irby Co.**, of Shreveport, LA in the amount of \$81,116.50.

NOW, THEREFORE, BE IT RESOLVED, that the Honorable Lee Posey, Mayor, is hereby authorized, empowered and directed to sign any and all documents necessary for acceptance of this bid.



CITY OF NATCHITOCHES
PURCHASING DEPARTMENT

July 23, 2014

Mayor Lee Posey
City Hall
Natchitoches, LA 71457

Dear Mayor Posey,

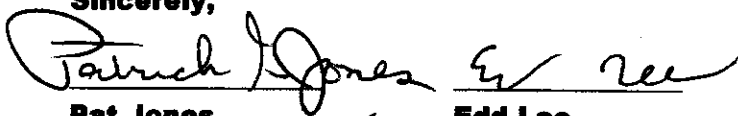
The appointed committee of Pat Jones, Edd Lee, Bryan Wimberly and Don Mims, has reviewed the engineer's recommendation submitted by Mr. Mike Hilton, Professional Engineer, with Electrical Engineering Services, Natchitoches, LA, on Bid # 0549, for the purchase of 2 Automatic Transfer Switches.

The committee was unanimous in its decision to award the bid to the lowest bidder, Stuart C. Irby Co., Shreveport, LA, with a bid of \$81,116.50. The other bid received was from B.S.I. Co., Shreveport, LA, in the amount of \$81,849.90.

All bids are kept at the City Purchasing Department, 1400 Sabine Street, Natchitoches, LA 71457. Anyone desiring to view the bids may do so at that location.

We request ratification of this award at the City Council meeting on July 28, 2014.

Sincerely,



Pat Jones
Director of Finance


Edd Lee
Director of Purchasing


Don Mims
Councilman At Large


Bryan Wimberly
Director of Utilities

BEECHWOOD ELECTRICAL ENGINEERING SERVICES, INC.
436 Mr. Ed Lane Natchitoches, Louisiana 71457

Mr. Edd Lee
Director of Purchasing
City of Natchitoches
P.O. Box 37
Natchitoches, Louisiana 71458-0037

July 23, 2014

Re: RFP #0549 – Automatic Transfer Switches

Mr. Lee:

I have examined the proposals for the above and recommend that **Stuart C. Irby, Co.**, as the lowest evaluated bidder (\$81,116.50 120 days), be awarded the purchase order for the project.

The wording in both supplier's documents indicating that Commissioning and Training "has been included....at no additional charge" should have read as "has been included.... at a reduced charge" and as such is a minor variance that does not affect the outcome of the evaluation. There were no notable deviations from the specifications by either supplier.

The purchase order should include:

Item 1 qty 2 at \$ 36,220.00 each
Item 2 qty 2 at \$ 100.25 each

and under "Scope of Supply and Pricing"

Item 1 qty 1 at \$ 8,476.00 each

Total for the p.o. should be \$81,116.50

If you have any questions or concerns, please call.

Regards,



Michael W. Hilton, P.E.
(318) 471-3088 Cell

xc: Mr. Bryan Wimberly
Director of Utilities
City of Natchitoches, Louisiana

The following Resolution was introduced by Mr. Payne and Seconded by Mr. Nielsen as follows, to –wit:

RESOLUTION NO. 076 OF 2014

**A RESOLUTION APPROVING WORK ORDER ADDENDUM NO. SEVEN TO OPEN GENERAL SERVICES AGREEMENT NO. TWO, BETWEEN AIRPORT DEVELOPMENT GROUP, INC. AND THE CITY OF NATCHITOCHES TO INSTALL A NEW FUEL FARM AT THE NATCHITOCHES REGIONAL AIRPORT AND AUTHORIZING THE MAYOR OF THE CITY OF NATCHITOCHES, LEE POSEY, TO EXECUTE SAID WORK ORDER ADDENDUM NO. SEVEN
(STATE PROJECT H.011252)**

WHEREAS, the City Council of the City of Natchitoches, Louisiana, (sometimes hereinafter “City”), authorized the Mayor of the City of Natchitoches, Louisiana to execute a General Services Agreement with Airport Development Group, Inc. (Sometimes hereinafter referred to as “ADG”), for professional services associated with the Natchitoches Regional Airport by Resolution Number 12 of 2010; and

WHEREAS FURTHER, the City Council of the City of Natchitoches, Louisiana, authorized the Mayor of the City of Natchitoches, Louisiana to execute a Work Order Addendum No. Seven to the Open General Services Agreement No. Two with Airport Development Group, Inc., to Install A New Fuel Farm at the Natchitoches Regional Airport; and

WHEREAS FURTHER, the work described in the Work Order Addendum No. Seven to the Open General Service Agreement will enhance the Natchitoches Regional Airport; and

WHEREAS FURTHER, the City Council of the City of Natchitoches has reviewed Work Order Addendum No. Seven, which is attached hereto, and has approved its form and does desire to enter into the Work Order Addendum No. Seven with ADG; and

WHEREAS FURTHER, the City Council of the City of Natchitoches is of the opinion that it is in the interest of the City to enter into the Work Order Addendum No. Seven; and

WHEREAS FURTHER, the City Council of the City of Natchitoches, authorizes the Mayor of the City of Natchitoches, Lee Posey, to execute the attached Work Order Addendum No. Seven; and

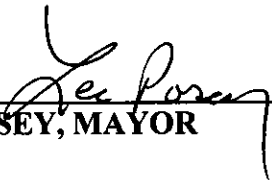
NOW THEREFORE BE IT RESOLVED by the City Council of the City of Natchitoches, in legal session convened, that Mayor Lee Posey, be and is hereby authorized, directed and empowered to enter into and execute the attached Work Order Addendum No. Seven with ADG, as more fully described on the attached Work Order Addendum No. Seven.

BE IT FURTHER RESOLVED that the Mayor, or his assignee, be and he is hereby authorized to do all things necessary and proper in connection herewith.

This Resolution was then presented for a vote, and the vote was recorded as follows:

AYES:	Payne, Nielsen, Mims, Stamey, Morrow
NAYS:	None
ABSENT:	None
ABSTAIN:	None

THEREUPON, Mayor Lee Posey declared the Resolution passed by a vote of 5 Ayes to
0 Nays on this 28th day of July, 2014.



LEE POSEY, MAYOR

WORK ORDER ADDENDUM NO. SEVEN
TO
OPEN GENERAL SERVICES AGREEMENT NO. TWO
BETWEEN SPONSOR AND ENGINEER FOR PROFESSIONAL SERVICES

THIS IS A WORK ORDER ADDENDUM made by and between the **CITY OF NATCHITOCHES (SPONSOR)**, P.O. Box 37, Natchitoches, Louisiana, 71458-0037, and **AIRPORT DEVELOPMENT GROUP, INC. (CONSULTANT or ENGINEER)**, 3900 Lakeland Drive, Suite 501 C, Jackson, MS 39232 and 1776 S. Jackson Street, Suite 950, Denver, CO 80210.

For this **WORK ORDER ADDENDUM**, **AIRPORT DEVELOPMENT GROUP, INC.**, will be using the services of **NOWLIN & ASSOCIATES, INC.**, 740 Front Street, Natchitoches, Louisiana 71457 for land surveying, resident inspection and other construction administration services.

WITNESSETH:

WHEREAS, SPONSOR and ENGINEER have heretofore entered into an open general services agreement between themselves for professional services, and

WHEREAS, parties hereto do now desire to add work by amending certain provisions of said agreement dated the 28th day of May, 2013, between themselves, and to reduce said amendment to writing;

NOW, THEREFORE, in consideration of the original agreement between the parties, the premises hereto, the mutual covenants, promises, doings and things hereinafter set forth, the parties hereto do now agree as follows:

This work order addendum establishes the scope and payment for the following Basic and Special Services:

1. Engineering design for construction project of approximately \$300K of airport improvements:

1. Install New Fuel Farm

Add the following to Section 1 of the Open General Services Agreement No. Two for Basic and Special Services for this work item:

1.1 General

1.1.1. ENGINEER shall perform professional services as hereinafter stated which include customary civil and electrical engineering services and customary services incidental thereto.

1.2 Design Phase

After authorization to proceed from SPONSOR with the design phase for the above construction items, ENGINEER shall:

- 1.2.1. In consultation with SPONSOR, FAA, and other interested parties, determine the extent of the project, and review all available data.

Edd Lee stated this is a project we have been working on with the state for about 2 years now to replace our existing fuel tanks which are about 20 years old. They have agreed to fund \$250,000 of this project of which we expect is a \$300,000 project. They will be above ground tanks which will be easier to address if there was an issue such as a leak.

The following Resolution was introduced by Mr. Stamey and Seconded by Mr. Nielsen as follows, to –wit:

RESOLUTION NO. 077 OF 2014

A RESOLUTION APPROVING A TEMPORARY SITE LICENSE WITH NEW CINGULAR WIRELESS PCS AND AUTHORIZING THE MAYOR OF THE CITY OF NATCHITOCHES, LEE POSEY, TO EXECUTE SAME ON BEHALF OF THE CITY OF NATCHITOCHES, LOUISIANA

WHEREAS, the City of Natchitoches has negotiated a Temporary Site License (sometimes hereinafter “Agreement”) with New Cingular Wireless PCS, LLC (sometimes hereinafter “Cingular”), which will allow Cingular to temporarily locate communications transmitting and receiving equipment on property of the City of Natchitoches, Louisiana; and

WHEREAS FURTHER, the Agreement would provide for improved communications for citizens of and visitors to the City of Natchitoches during a period of increased tourism from October 1, 2014 through January 15, 2015; and

WHEREAS FURTHER, the City Council of the City of Natchitoches is of the opinion that the Agreement will be beneficial to the citizens of the City of Natchitoches as well as visitors to the City as the increase in effective cellular communication will result in an increase safety of citizens and visitors as well as convenience to citizens and visitors; and

WHEREAS FURTHER, the City Council of the City of Natchitoches, Louisiana has reviewed and approved the attached Temporary Site License, has approved same and desires to authorize the Mayor, Lee Posey, to execute same; and

NOW THEREFORE be it resolved by the City Council of the City of Natchitoches, that the attached Temporary Site License is approved and that the Mayor of the City of Natchitoches, Lee Posey, is hereby authorized to execute the attached Temporary Site License.

This Resolution was then presented for a vote, and the vote was recorded as follows:

AYES:	Payne, Nielsen, Mims, Stamey, Morrow
NAYS:	None
ABSENT:	None
ABSTAIN:	None

THEREUPON, Mayor Lee Posey declared the Resolution passed by a vote of 5

Ayes to 0 Nays on this 28th day of July, 2014.



LEE POSEY, MAYOR

TEMPORARY SITE LICENSE

LICENSOR: City of Natchitoches
700 Second Street
Natchitoches, Louisiana 71457

LICENSEE: New Cingular Wireless PCS, LLC and its affiliates

TERM: October 1, 2014 through January 15, 2015

LICENSE FEE: A one-time payment of Five Thousand dollars (\$5,000.00)

COMMENCEMENT DATE: October 1, 2014

LICENSED SITE: Ground space in the Utilities Department parking lot as detailed in the attached Site Sketch and bearing municipal address of:
806 Second St., A
Natchitoches, LA 71457

1. **License of Site.** During the Term hereof, Licensor hereby licenses a certain portion of Licensor's property (the "Property") at the Licensed Site and grants to Licensee the right to install, operate and maintain at Licensee's expense and risk, temporary communications transmitting and receiving equipment, including (without limitation) antennas, poles, masts, transmission line(s), vehicles and accessories (collectively, the "Equipment") at the Licensed Site. Licensee shall at all times have the unrestricted right to enter or leave the Licensed Site with full and complete access to its Equipment on a 24-hour, seven (7) day per week basis. At its discretion, Licensee may take at its expense measures and precautions necessary to protect the Equipment.

2. **License Fee.** Within forty-five (45) days after the date of this License, Licensee shall pay Licensor the one-time License Fee of Five Thousand dollars (\$5,000.00).

3. **No Extensions.** The Term of this License shall not be extended, except by an amendment in writing signed by both parties. If Licensee remains in possession of the Licensed Site after the expiration of this License, then Licensee will be deemed to be occupying the Licensed Premises on a day-to-day basis at an equivalent daily prorated rate.

4. **Removal of Equipment and Site Condition.** Except as set forth herein, Licensee takes the Licensed Site as it finds it and Licensor shall have no responsibility for its condition or any damage suffered by Licensee or any other person due to such condition. Unless otherwise mutually agreed by the parties, Licensee shall remove all of the Equipment prior to the end of the Term, and any extensions thereof, and shall leave the Licensed Site in substantially the same condition that existed as of the date of this License, ordinary wear and tear and occurrences for which Licensee is not responsible hereunder, excepted.

5. Indemnification; No Consequential or Indirect Damages. Licensee shall indemnify and hold Licensors harmless against any liability or loss from personal injury or property damage resulting from or arising out of the use or occupancy of the Property by Licensee or its employees or agents, provided, however, Licensee shall have no obligation to indemnify or hold harmless against any such liabilities and losses as may be due to or caused by the acts or omissions of Licensors or its employees or agents. Licensors shall indemnify and hold Licensee harmless against any liability or loss from personal injury or property damage resulting from or arising out of (1) the use or occupancy of the Property by Licensors or its employees or agents or (2) contamination of the Property subsurface or structures with hazardous substances; provided, however, Licensors shall have no obligation to indemnify or hold harmless against any such liabilities and losses as may be due to or caused by the acts or omissions of Licensee or its employees or agents. Except for the indemnity obligations set forth in this Agreement, and otherwise notwithstanding anything to the contrary in this Agreement, Licensors and Licensee each waives any claims that each may have against the other with respect to consequential, incidental or special damages, however caused, based on any theory of liability.

6. Insurance.

(a) During the term of this License, Licensee shall maintain the following types of insurance with limits not less than those set forth below, shall name Licensors, The City of Natchitoches, as additional insureds on all such policies and shall provide Licensors with certification of insurance prior to the commencement of the Term of this License:

- (i) Workers' compensation insurance as required by law; and
- (ii) Commercial general liability (CGL) insurance with respect to its activities on the Property, such insurance to afford protection of up to Three Million Dollars (\$3,000,000) per occurrence and Six Million Dollars (\$6,000,000) general aggregate, based on Insurance Services Office (ISO) Form CG 00 01 or a substitute form providing substantially equivalent coverage. Licensee's CGL insurance shall contain a provision including Licensors, The City of Natchitoches, as an additional insured. Such additional insured coverage: (i) shall be limited to bodily injury, property damage or personal and advertising injury caused, in whole or in part, by Licensee, its employees, agents or independent contractors; (ii) shall not extend to claims for punitive or exemplary damages arising out of the acts or omissions of Licensors, its employees, agents or independent contractors or where such coverage is prohibited by law or to claims arising out of the gross negligence of Licensors, its employees, agents or independent contractors; and (iii) shall not exceed Licensee's indemnification obligation under this Agreement, if any.

Notwithstanding the foregoing, Licensee shall have the right to self-insure the coverages required in subsection (a).

7. Operation of Equipment. Licensee will install, operate and maintain its Equipment in accordance with applicable laws and regulations so as not to cause interference (as that term is defined in the rules and regulations of the Federal Communications Commission), with any radio or television transmitting or receiving equipment whether or not such equipment is located on the Licensed Site. In the event that Licensee's Equipment causes interference with other radio or television transmissions, Licensee will promptly take all reasonable steps necessary to correct and eliminate the same. If Licensee is unable to eliminate the interference within a reasonable period of time, Licensee agrees to remove the Equipment from the Licensed Site and this License shall be terminated. Licensee shall construct a temporary fence enclosure around its equipment for the duration of the License Agreement.

8. Assignment. Licensee shall have the right to assign this License to any present or future affiliate of Licensee, without securing the consent of Licensors and may grant to any such assignee the same rights and privileges Licensee enjoys under this License.

Site Name: Natchitoches Festival of Lights COLT
Site No: 299

9. Electrical Service/Telephone Service. Licensee, at its sole expense, shall furnish telephone service and electricity to Licensee's Equipment. Licensee shall have a temporary electric meter installed at the Licensed Site for purpose of establishing billing directly to Licensee.

10. Damage to Licensed Site. If the Licensed Site or any portion thereof is damaged for any reason so as to render the Licensed Site unusable for Licensee's intended purpose, the License Fee shall abate for such period as the Licensed Site is unusable. In addition, Licensee may, at its option, elect to terminate this Agreement.

11. Notices. Any notice or demand required or permitted to be given or made hereunder shall be deemed given when received. Notices may be sent by messenger delivery, overnight delivery, or by certified mail in a sealed envelope, postage prepaid,

addressed in the case of Licensors to:

City of Natchitoches
700 Second Street
Natchitoches, Louisiana 71457

and addressed in the case of Licensee, to:

New Cingular Wireless PCS, LLC
Attn: Network Real Estate Administration
Re: Cell Site #: 299; Cell Site Name: LA Natchitoches Festival of Lights
COLT
Fixed Asset No: ~~10033019~~ 10063019
575 Morosgo Dr.
13-F West Tower
Atlanta, GA 30324

With a copy to Licensee's Regional Counsel:

New Cingular Wireless PCS, LLC
Attn.: Legal Department
Re: Cell Site #: 299; Cell Site Name: LA Natchitoches Festival of Lights
COLT
Fixed Asset No: ~~10033019~~ 10063019
208 S. Akard Street
Dallas, Texas, 75202-4206

11. Waiver. Failure or delay on the part of Licensors or Licensee to exercise any right, power or privilege hereunder shall not operate as a waiver thereof.

12. Prior Negotiations. This License constitutes the entire agreement of the parties hereto with respect to the subject matter hereof and shall supersede all prior offers, negotiations and agreements.

Site Name: Natchitoches Festival of Lights COLT
Site No: 299

13. Amendment. No revision of this contract shall be valid unless made in writing and signed by duly authorized officers or representatives of Licensee and Licensor.

14. Licensor's Representations. Licensor represents and warrants that it owns or otherwise controls the Licensed Site during the Term of this License and that Licensor has full authority to execute and deliver this License.

15. Governing Law. This Agreement shall be construed and governed in accordance with the laws of the State in which the Licensed Site is located.

SIGNATURES APPEAR ON THE NEXT PAGE

Site Name: Natchitoches Festival of Lights COLT
Site No: 299

IN WITNESS WHEREOF, the parties have executed this License as of the 3rd day of August,
2014.

LICENSOR:

City of Natchitoches

By: [Signature]
Name: Lee Posey
Title: Mayor

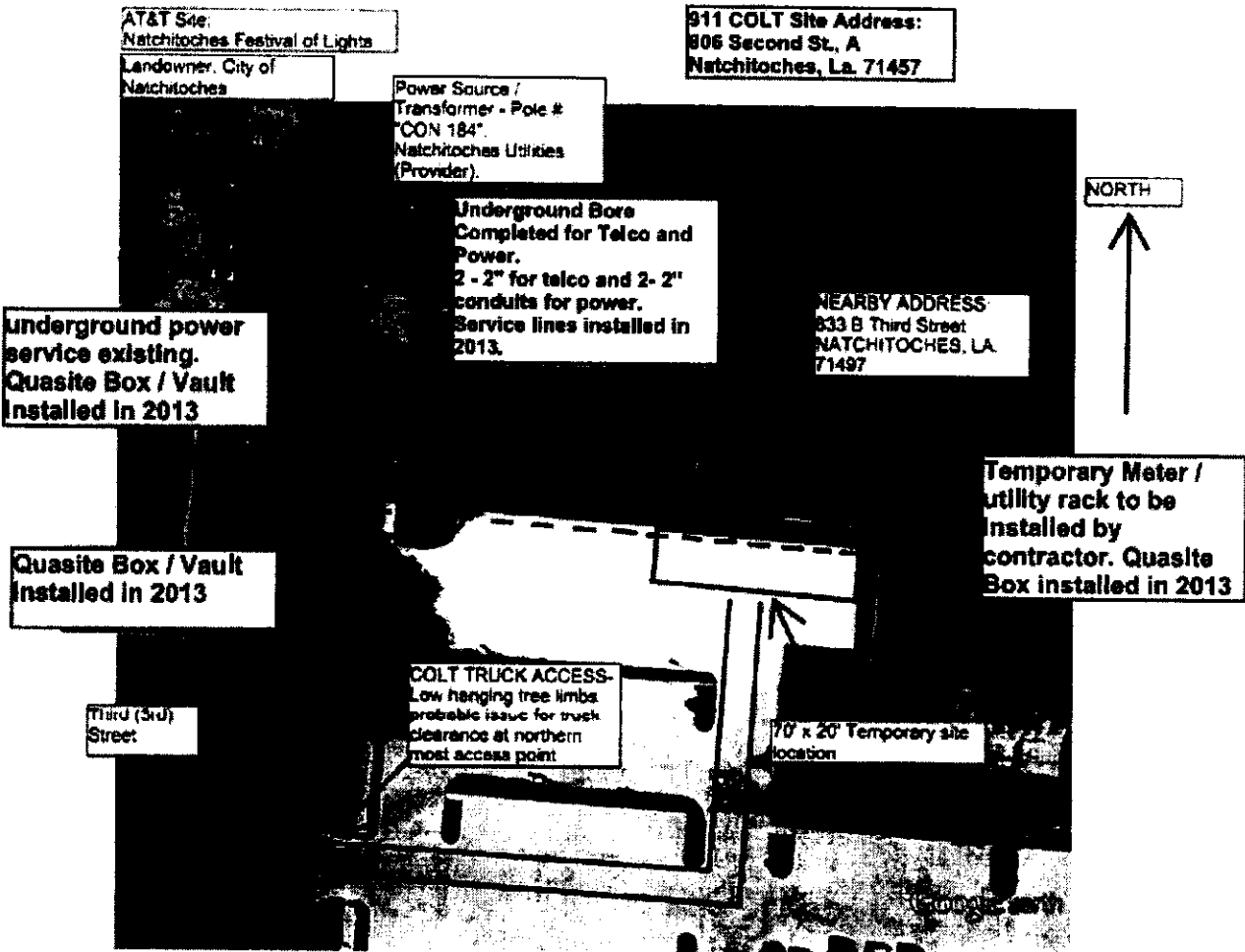
LICENSEE:

New Cingular Wireless PCS, LLC
By: AT&T Mobility Corporation
Its Manager

By: [Signature]
Name: June Palozzola
Title: Area Manager, Construction & Engineering

SITE SKETCH

AT&T Site: Natchitoches Festival of Lights
FA#10033019
Site Sketch



Mr. Edd Lee stated this is to help with communications during this time of the year as it is the busiest time for the City of Natchitoches.

The following Resolution was introduced by Mr. Nielsen and Seconded by Mr. Stamey as follows, to -wit:

RESOLUTION NO. 078 OF 2014

A RESOLUTION APPROVING A SUPPLEMENTAL AGREEMENT TO LEASE OF PROPERTY ENTERED INTO BY AND BETWEEN UNION PACIFIC RAILROAD COMPANY AND THE CITY OF NATCHITOCHES, FOR THE PURPOSE OF RELEASING A SMALL TRACT OF GROUND THAT IS NEEDED BY THE UNION PACIFIC RAILROAD, AND AUTHORIZING THE MAYOR TO EXECUTE THE SUPPLEMENTAL AGREEMENT ON BEHALF OF THE CITY OF NATCHITOCHES.

WHEREAS, the City of Natchitoches (sometimes hereinafter "City") and the Union Pacific Railroad Company (sometimes hereinafter "UPRR") entered into a Lease of Property (sometimes hereinafter "Lease") dated May 28, 2002; and

WHEREAS FURTHER, under the terms of the Lease, UPRR did lease to the City a portion of its right of way in the City of Natchitoches, including an area that lies between Rapides Street (also know as Mill Street) and Cane River Lake, all of which is more fully described in the Lease;; and

WHEREAS FURTHER, the purpose of the Lease was to allow the City to use the premises for storage, greenway and City park purposes; and

WHEREAS FURTHER, UPRR has requested that the City release a small portion of the premises which it needs for the location of a storage container; and

WHEREAS FURTHER, the City Council of the City of Natchitoches is of the opinion that the area requested will have no detrimental effect on the proposed use of the remaining leased premises by the City; and

WHEREAS FURTHER, the City Council of the City of Natchitoches further finds that the area that UPRR has requested that the City release from the terms of the Lease are currently not being used by the City and have no public purpose; and

WHEREAS FURTHER, the City Council of the City of Natchitoches desires to approve the Supplemental Agreement, a copy of which is attached hereto, and further desires to authorize the Mayor, Lee Posey, to execute same on behalf of the City of Natchitoches, Louisiana; and

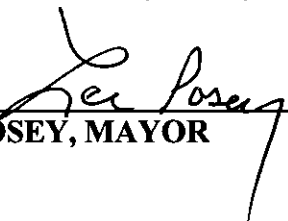
NOW THEREFORE BE IT RESOLVED by the City Council in legal session convened that it does hereby approve the Supplemental Agreement to the Lease Agreement entered into by and between the Union Pacific Railroad Company and the City of Natchitoches, dated May 28, 2002.

BE IT FURTHER RESOLVED that the Mayor, Lee Posey, is hereby authorized to execute the Supplemental Agreement on behalf of the City of Natchitoches, Louisiana.

This Resolution was then presented for a vote, and the vote was recorded as follows:

AYES:	Payne, Nielsen, Mims, Stamey, Morrow
NAYS:	None
ABSENT:	None
ABSTAIN:	None

THEREUPON, Mayor Lee Posey declared the Resolution passed by a vote of 5 Ayes to 0
Nays on this 28th day of July, 2014.



LEE POSEY, MAYOR

Audit: 224889
Folder: 02044-96

SUPPLEMENTAL AGREEMENT

THIS SUPPLEMENTAL AGREEMENT is entered into on the 6 day of AUGUST, 2014, between UNION PACIFIC RAILROAD COMPANY ("Lessor") and CITY OF NATCHITOCHES, whose address is 700 Second St., Natchitoches, Louisiana 71457 ("Lessee").

RECITALS:

By instrument dated May 28, 2002, Lessor and Lessee, or their predecessors in interest, entered into an agreement ("Basic Agreement"), identified as Audit No. 224889, at Natchitoches, Louisiana.

AGREEMENT:

IT IS AGREED between Lessor and Lessee to modify the Basic Agreement as follows:

Article 1. EFFECTIVE DATE.

This Supplemental Agreement is effective July 01, 2014.

Article 2. SUBSTITUTION OF PRINT.

The print dated June 03, 2014, attached as Exhibit 'A', shall be substituted for the print dated November 06, 2001, attached to the Basic Agreement.

Article 3. AGREEMENT SUPPLEMENT.


Nothing in this Supplemental Agreement shall be construed as amending or modifying the Basic Agreement unless specifically provided herein.

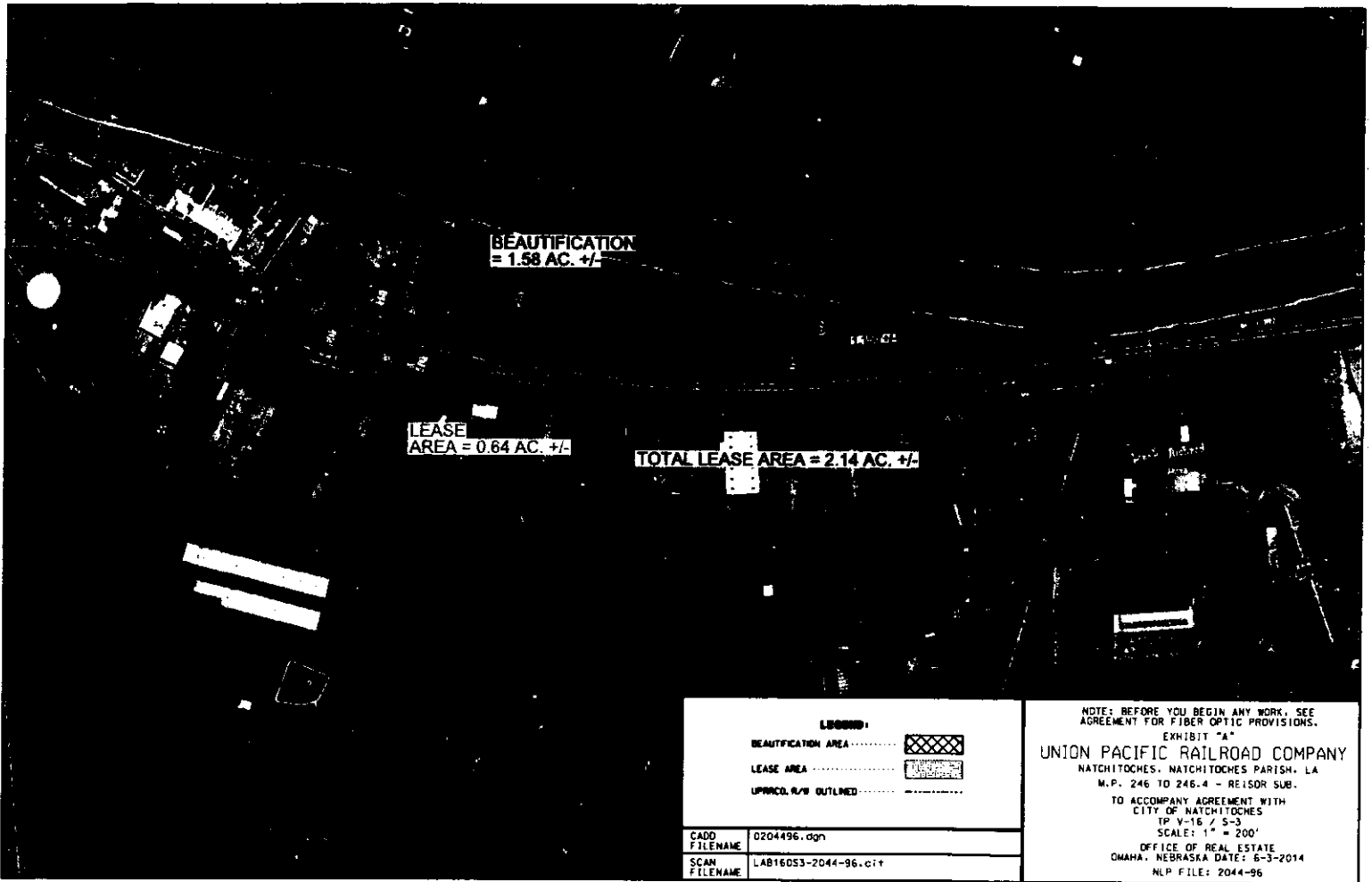
IN WITNESS WHEREOF, Lessor and Lessee have duly executed this Supplemental Agreement as of the date first herein written.




UNION PACIFIC RAILROAD COMPANY

By: 
Director - Real Estate

CITY OF NATCHITOCHES

By: 
Title: Mayor



LEGEND:	
BEAUTIFICATION AREA	
LEASE AREA	
UPRACED, R/W OUTLINED	
CADD FILENAME	0204496.dgn
SCAN FILENAME	LAB16053-2044-96.cir

NOTE: BEFORE YOU BEGIN ANY WORK, SEE AGREEMENT FOR FIBER OPTIC PROVISIONS.
EXHIBIT "A"
UNION PACIFIC RAILROAD COMPANY
NATCHITOCHES, NATCHITOCHES PARISH, LA
M.P. 246 TO 246.4 - REISOR SUB.
TO ACCOMPANY AGREEMENT WITH
CITY OF NATCHITOCHES
TP V-16 / S-3
SCALE: 1" = 200'
OFFICE OF REAL ESTATE
OMAHA, NEBRASKA DATE: 8-3-2014
NLP FILE: 2044-96

CITY OF NATCHITOCHES
GENERAL FUND BUDGET REPORT
AS OF JUNE 30, 2014

CURRENT MONTH				YEAR TO DATE			
TOTAL	MONTHLY	(OVER)	YTD	UNREALIZED	PERCENT		
BUDGET	BUDGET *1	UNDER	ACTUAL	ENCUM- BRANCES	AVAILABLE	RECEIVED/	
14/15FY		BUDGET			BALANCE	EXPENSED	
14,327,247	1,193,937	641,189 (552,748.72)	641,189	13,686,058	4.48%		
REVENUE							
EXPENDITURES							
DEPARTMENT:							
CITY HALL / FINANCE	537,294	28,874	15,900.52	28,874	820	507,600	5.53%
COMMUNITY DEVELOPMENT	707,327	58,944	9,776.37	49,168	14,061	644,099	8.94%
PLANNING & ZONING	247,631	20,636	7,791.40	12,845	0	234,786	5.19%
FIRE DEPARTMENT	3,221,660	268,472	98,314.15	170,158	0	3,051,502	5.28%
POLICE DEPARTMENT	4,847,710	403,976	170,901.11	233,075	918	4,613,717	4.83%
ANIMAL SHELTER	172,575	14,381	5,515.00	8,866	356	163,353	5.34%
PURCHASING	266,434	22,203	9,053.50	13,149	1,967	251,317	5.67%
CITY GARAGE	252,914	21,076	15,598.61	5,478	1,235	246,201	2.65%
RECREATION *2	742,201	61,850	(26,797.58)	88,648	7,431	646,122	12.95%
PUBLIC WORKS	1,218,565	101,547	26,856.39	74,691	166	1,143,708	6.14%
INDIRECT EXPENSE	1,961,537	163,461	69,742.77	93,719	3,000	1,864,818	4.93%
PROGRAMMING & PROMOTIONS	151,399	12,617	6,173.92	6,443	565	144,392	4.63%
TOTAL GENERAL FUND	14,327,247	1,193,937	408,826.16	785,111	30,518	13,511,617	5.69%

FOOTNOTES:
*1 - 1/12th OF TOTAL BUDGET

*2 - SEASONAL ACTIVITY

% BUDGET YEAR ELAPSED 8%
% BUDGET EXPENDED 6%

Mr. Pat Jones, Finance Director, presented the Council with the Finance Report. The General Fund summary as of June the revenues were at 4.48% and expenditures at 5.69%, with 8% of the budget year elapsed. The Utility Fund revenues were at 13.28% and expenditures at 6.88%. Sales Tax Collections for June were 1.26%, increase over last June. The TIF for June was 3.71% above June of last year. This first month we have started off pretty good. We are currently closing last fiscal year's book and trying to get ready for the auditors who will be here in August. If you have any questions, please contact the Finance Department.

Mayor Posey stated we ended in the black this past fiscal year which is a good thing.

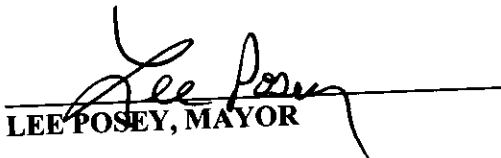
Mr. Payne stated he appreciated all the help from the City Utility Department on behalf of his company when they had the KV8 Transformer short out and then from the Fire Department on a little incident we had. Mayor Posey stated that is what we are supposed to be doing and I am proud of our departments.

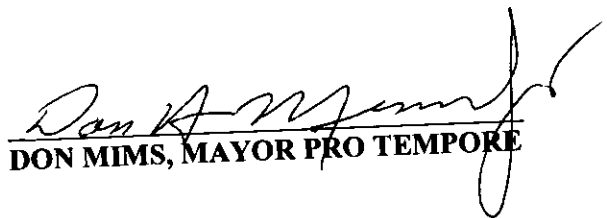
Ms. Morrow stated the air conditioning unit at the Martin Luther King Center has been out for a while and it needs to be replaced. Mayor Posey stated we have received bids on the unit and it will be repaired soon.

The next scheduled City Council meeting will be on August 11, 2014.

With no further discussion, the Mayor made a motion for adjournment and all were in favor.

The meeting was adjourned at 6:37 p.m.


LEE POSEY, MAYOR


DON MIMS, MAYOR PRO TEMPORE